



## Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact [support@jstor.org](mailto:support@jstor.org).

daughter, the other residuary legatee. *Held*, that there is no gift by implication to the grandchild, and, since the condition on which the gift over was to take place has not happened, the gift lapses. *Matter of Disney*, 190 N. Y. 128.

A testamentary gift will be implied without formal words if there is a strong probability that such was the testator's intention. Thus a devise to B and his heirs after the life of A gives by implication a life estate to A when B is the testator's heir, but not when B is a stranger. *Dashwood v. Peyton*, 18 Ves. 27, 40. Further, if the gift is to A for life, and if A dies without issue, to B, a gift to A's issue has been implied. *Dowling v. Dowling*, 1 Eq. Cas. 442; *contra*, *Monypenny v. Dering*, 7 Hare 568. In the present case the court decided that the testator meant the residuary legatees to take absolutely if they survived him, and that the gift over could take place only in case one legatee died without issue before the testator. But if this interpretation is correct the testator probably meant that the issue should take. The decision imputes to the testator the extraordinary intention that the survivor shall take if the other legatee dies without issue, but if there is issue there shall be an intestacy.

**WILLS — CONSTRUCTION — RELATION OF MISTAKE TO THE PROBLEM OF INTERPRETATION.** — A testator who owned the east half of a certain quarter section of land but did not own the whole of the north half, devised the north half of that quarter section under circumstances which showed his intent to devise the east half. *Held*, that the court may strike out the false words of description and construe the equivocal description which remains as a devise of the land which the testator owned. *Felkel v. O'Brien*, 83 N. E. 170 (Ill.). See NOTES, p. 434.

**WILLS — EXECUTION — "SIGNED AT THE END THEREOF."** — A statute required that every will should be signed at the end thereof. The printed form upon which a testatrix wrote her will reserved a blank line for the signature. Beneath this line was a printed attestation clause, the recital of which contained a blank space for the name of the maker. The testatrix signed her name only in this latter space. *Held*, that the will is not signed at the end and is therefore invalid. *Sears v. Sears*, 82 N. E. 1067 (Oh.).

It appears to be settled that, unless there is express incorporation by reference, a will is not signed at the end if any part of a disposing clause follows the signature. *Matter of Andrews*, 162 N. Y. 1. If, however, the clause which follows the signature does not affect the construction of the will or the rights of the beneficiaries, the signature may properly be considered to be at the "end" of the will. *Baker v. Baker*, 51 Oh. St. 217; see *Ward v. Putnam*, 85 S. W. 179 (Ky.); *Wineland's Appeal*, 118 Pa. St. 37. It is immaterial whether the recitals of the attestation clause precede or follow the signature. *Younger v. Duffie*, 94 N. Y. 535. The statute does not forbid blank spaces in the body of a will. If, therefore, the signature follows the attestation clause, the will is properly signed although a space set apart to receive the signature has not been filled. *Morrow's Estate*, 204 Pa. St. 479. It seems to follow that if the present case is to be supported, it must be on the ground that the reason and policy of the statute demand that the signature shall be placed in such an independent position as to indicate clearly an intention to execute the instrument. See *Matter of Booth*, 127 N. Y. 109; but see *Matter of Noon*, 31 N. Y. Misc. 420.

**WILLS — PROBATE — CONTEST BY STATE.** — The State of Tennessee, claiming the right of escheat, attempted to contest the will of one who had died without heirs. *Held*, that the state may make such a contest. *State v. Lancaster*, 105 S. W. 858 (Tenn.).

At common law the lord took escheated land, not as successor or heir of the tenant, but as the owner who had granted it on terms that had expired. The lord's right, therefore, was proprietary, not prerogative, and title vested immediately on the death of the tenant. See *Doe v. Redfern*, 12 East 96. By the abolition of tenure in the United States, the sovereign's right to escheated land is the same as that to *bona vacantia*. But, by the weight of authority, this right